

Model s. 75.106 Agreement – 3/10/05

STATE OF WISCONSIN

DEPARTMENT OF NATURAL RESOURCES

IN THE MATTER OF:

AGREEMENT BETWEEN THE DEPARTMENT OF NATURAL RESOURCES, ("Department"),

AND (person's name)

TO INVESTIGATE AND CLEAN UP (Street Address of Property and City),

Wisconsin

PURSUANT TO SS. 75.106 and 292.11, WIS. STATS.

WHEREAS, sec. 75.106, Wis. Stats., authorizes the governing body of a County, (or the City of Milwaukee), before a judgment is issued under s. 75.521, Stats., to assign to a person the county's (or city's) right to take judgment with respect to any parcel that is subject to the county's (or city's) foreclosure action under s. 75.521, if all the following conditions are met:

- A. The governing body of the county (or city) provides written notice to the governing body of the city, town or village in which the parcel that is subject to the county's (or city's) foreclosure action is located at least fifteen (15) days before the governing body of the county (or city) meets to consider the approval of the assignment.
- B. The governing body of the county (or city) produces a written assignment that is signed on behalf of the county, (or city), the assignee and the city, town or village in which the parcel that is subject to the county's (or city's) foreclosure action is located.
- C. The assignment identifies the parcel for which the judgment is assigned.
- D. The parcel for which a judgment is assigned is a brownfield.
- E. The assignment requires an environmental assessment of the parcel and requires that the Department be provided the results of that assessment of the parcel before a final judgment under s. 75.521 related to the parcel is granted to the assignee.

- F. The assignment requires that, if the parcel is contaminated by the discharge of a hazardous substance, as determined by the assessment under par. (E), and if the assignee elects to accept the judgment assigned under s. 75.106, regardless of the contamination, the assignee enters into an agreement with the Department, before a final judgment is issued under s. 75.521 related to the parcel, to clean up the parcel to the extent practicable; to minimize any harmful effects from the hazardous substance pursuant to rules the Department promulgates; and to maintain and monitor the parcel pursuant to rules the Department promulgates and,
- G. The assignment and an affidavit from the county (or city) treasurer that attests to the county (or city) governing body's approval of the assignment are filed with the court that is presiding over the county's (or city's) foreclosure action under s. 75.521.

WHEREAS, (person's name), is attempting to acquire real property located in the (Village, Town, City of), _____ County, Wisconsin, which together consists of property described as (property name and street address), with the following legal description:

(Here provide legal description of the property. A copy of the warranty deed with an accurate legal description of the property should be submitted along with the draft agreement.),

hereinafter known as "the Property"; and

WHEREAS, the Department has reviewed the **(Identify document(s) that consists of environmental assessment, - for example, "Summary Report of Investigative Activities, Doe's Corner, by ABC Environmental Services dated April 28, 2000)** in order to make the determination that the Property is contaminated by a hazardous substance discharge.

WHEREAS, in consideration of, and in exchange for, the promises and mutual understandings contained herein, and intending to be bound legally hereby, (person's name), and the Department, by their authorized representatives, have agreed to the execution of this Agreement.

NOW, THEREFORE, based upon the above recitals and the terms and conditions set forth below, (person's name) and the Department agree as follows:

I. Parties Bound

The Department and (person's name) each have consented to the following Agreement, entered into pursuant to sec. 75.106, Wis. Stats.

II. Work to be Performed

All work to be performed by (person's name) pursuant to this Agreement shall be conducted in accordance with chs. 101 and 292, Wis. Stats., and the NR 700 Administrative Rule series, including chs. NR 716, 720, 722, 724 and 726, Wis. Adm. Code and other applicable Administrative Rules and Statutes.

- A. (Person's name), agrees to undertake certain site investigation and remedial actions because of the presence of hazardous substances on or originating from the Property and, accordingly, (person's name) agrees to restore the environment to the extent practicable and minimize the harmful effects from the discharges of hazardous substances on or originating from the Property consistent with the requirements of all applicable state and federal laws; and
- B. (Person's name), after acquiring the Property, agrees to maintain and monitor the Property as required under all applicable statutes and rules and any contract entered into under those statutes and rules.

III. Submission of Documents

Documents, including reports, plans and correspondence submitted pursuant to this Agreement shall be submitted to the Department, or to the Department of Commerce, according to sec. NR 700.11, Wis. Adm. Code.

IV. Site Access

The employees and authorized representatives of the Department and the Department of Commerce shall have the authority to enter the Property to inspect the project and shall have access to all project records at all reasonable times for any purpose relating to the implementation of this Agreement. These may include but are not limited to: inspecting progress of the site work by (person's name); conducting environmental testing; verifying data, etc. (person's name) shall honor all reasonable requests for such access by the Department and the Department of Commerce or their authorized representatives.

V. Fees

(person's name) **has paid a \$500 fee to the Department for technical assistance related to preparation and review of this agreement; and also** agrees to reimburse the Department for any costs incurred by the Department for its oversight activities under this Agreement. Fees shall be paid as provided in chs. NR 749 and 750, Wis. Adm. Code.

VI. Effective Date

This Agreement shall be executed by (person's name) prior to being executed by the Department. The effective date of the Agreement shall be the later of the dates on which the Department signs and dates the Agreement and the date (person's name) acquires the property.

VII. Conditions Under Which Agreement is Voided

This Agreement shall be null and void and the parties shall not be bound by the terms and conditions of the Agreement if (person's name) does not take judgment under sec. 75.106 and 75.521, Wis. Stats.

VIII. Amendment of the Agreement

In addition to the procedures set forth above, this Agreement may be amended by mutual written agreement of the Department and (person's name) .

WISCONSIN DEPARTMENT OF
NATURAL RESOURCES

By: _____
Mark F. Giesfeldt, P.E., Director
Bureau for Remediation and Redevelopment

Date: _____

(person's name)

By: _____

Date: _____

(person's name)